

SERFF Tracking Number:	MEND-125649538	State:	Arkansas
Filing Company:	Mendota Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	2008-05-AR-36-FORM		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	Mendota MSA Program		
Project Name/Number:	Form Revision/		

Filing at a Glance

Company: Mendota Insurance Company	SERFF Tr Num: MEND-125649538	State: Arkansas
Product Name: Mendota MSA Program	SERFF Status: Closed	State Tr Num: EFT \$50
TOI: 19.0 Personal Auto	Co Tr Num: 2008-05-AR-36-FORM	State Status: Fees verified and received
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Filing Type: Form	Authors: Mike Callahan, Martha Whitcomb, Ashley Bowen	Disposition Date: 05/20/2008
	Date Submitted: 05/19/2008	Disposition Status: Approved
Effective Date Requested (New): 06/18/2008		Effective Date (New): 06/18/2008
Effective Date Requested (Renewal): 08/02/2008		Effective Date (Renewal): 08/02/2008

State Filing Description:

General Information

Project Name: Form Revision	Status of Filing in Domicile: Authorized
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/20/2008	
State Status Changed: 05/20/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Form Revision - Named Non-Owner Coverage Endorsement	

Company and Contact

Filing Contact Information

<i>SERFF Tracking Number:</i>	<i>MEND-125649538</i>	<i>State:</i>	<i>Arkansas</i>
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Filing Company Information

Mendota Insurance Company	CoCode: 33650	State of Domicile: Minnesota
PO Box 64586	Group Code: 1326	Company Type: P & C
St. Paul, MN 55102	Group Name: MIC Holdings, Inc	State ID Number:
(860) 277-5297 ext. [Phone]	FEIN Number: 41-1639286	

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Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: Form Filing Fee

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Mendota Insurance Company	\$50.00	05/19/2008	20390242

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	05/20/2008	05/20/2008

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Disposition

Disposition Date: 05/20/2008

Effective Date (New): 06/18/2008

Effective Date (Renewal): 08/02/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Named Non-Owner Coverage Endorsement	Approved	Yes
Rate	Rule Manual	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Named Non-Owner Coverage Endorsement	PL12421 M00221	02 07	Endorsement/Amendment/Conditions			PL-12421 M00221.pdf

NAMED NON-OWNER COVERAGE

I. DEFINITIONS

The **Definitions** Section is amended as follows:

- A. The definitions of “you” and “your” are replaced by the following:

Throughout the policy, “you” and “your” refers only to:

1. The individual named in the Declarations.

No coverage is provided for a spouse, any other “family member,” or other permissive user.

- B. The definition of “your covered auto” is replaced by the following:

“Your covered auto” means:

1. Any non- owned auto that “you” have the express or implied permission of the owner to use.

No coverage is provided for “you” while operating a vehicle owned by “you,” or a “family member”.

II. LIABILITY

The **Liability** Section is amended as follows:

- A. The definition of “insured” is deleted and replaced by the following for these coverages.

- B. “Insured” means:

1. “You” using “your covered auto”;
2. Any person or organization but only with respect to legal responsibility for your acts or omissions while using “your covered auto”.

- B. Exclusion **B** under the **Exclusions** Section is deleted and replaced by the following.

- B. We do not provide Liability Coverages for the ownership, maintenance or use of:

1. Any motorized vehicle having fewer than four wheels.
2. Any Vehicle which is owned by a “family member” or furnished or

available for regular use of any “family member”.

3. Any vehicle, located inside a facility designed for racing, for the purpose of competing in; or practicing or preparing for any prearranged or organized racing or speed contest.

- C. The **Other Insurance** Provision is replaced by the following:

Any insurance we provide for “your covered auto” shall be excess over any other collectible insurance.

III. MEDICAL PAYMENTS

The definition of “insured” is amended by deleting reference to “family member”.

IV. UNINSURED MOTORISTS

- A. The definition of “insured” is deleted and replaced by the following:

- B. “Insured” means:

1. “You”;
2. Any person occupying a vehicle operated by “you”; and
3. Any person for damages that of “bodily injury” to which this coverage applies sustained by a person described in **1.** or **2.** above.

- B. The definition of “uninsured motor vehicle” is amended as follows:

Any reference to ‘the state in which “your covered auto” is principally garaged’ is amended to ‘read the state in which you reside.’

V. DAMAGE TO YOUR AUTO

No coverage applies under **Damage to Your Auto** (Coverage E Collision, Coverage F Comprehensive, Coverage G Rental Reimbursement, Coverage I Towing and Labor Cost.

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Rate Information

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Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Approved	Rule Manual	ALL	Replacement	AR Rule Manual 2008 0618.pdf

PROGRAM RULES

1. DEFINITIONS
2. COVERAGE REQUIREMENTS
3. DISCOUNTS
4. SURCHARGES
5. POLICY FACTORS
6. DRIVER RECORD POINTS
7. PERSONAL AUTO CLASSIFICATIONS
8. PREMIUM AND SYMBOL DETERMINATION
9. POLICY PERIOD
10. CHANGES AND ENDORSEMENTS
11. CANCELLATIONS, REWRITES/ REINSTATEMENTS AND BALANCES
12. CERTIFIED RISKS – FINANCIAL RESPONSIBILITY LAWS
13. NAMED DRIVER EXCLUSION
14. RENEWALS
15. SUSPENSION OF COVERAGE
16. FEES
17. BILLING PLANS
18. RATE CAPPING
19. NAMED OPERATOR POLICY

1. Definitions

- A. "Private Passenger Auto" as used in this manual refers to:
1. A four-wheel motor vehicle other than a truck or van type owned or leased under contract for a continuous period of at least six months by:
 - a. An individual, husband and wife who are residents of the same household; or
 - b. Owned jointly by two or more resident relatives;
 - c. And is not:
 - (1) Used as a public or livery conveyance for passengers;
 - (2) Rented to others;
 - (3) Used in the business of driver training.
 2. A motor vehicle that is a pickup or a van, shall be considered a private passenger auto, if it is:
 - a. Owned by an individual, a husband and wife who are residents of the same household; and
 - b. Not used in the occupation, profession or business of the insured, except:
 - (1) farming or ranching; or
 - (2) when used by a sales person in making sales calls (excluding those who engage in or are connected to delivery, installation or repair operations); or
 - (3) if used solely for carrying tools and supplies between the named insured's residence and a job site, and the vehicles are individually owned and operated solely by the named insured and covered family members (artisan exception); and
 - c. otherwise meets the definition in A.1. above.
 3. A motor vehicle owned by a farm partnership or family corporation shall be considered a private passenger auto owned by two or more relatives who are residents of the same household if it is principally garaged on a farm or ranch and otherwise meets the definitions of A.1. and A.2. above.
 4. A motor vehicle that is a pickup or van used in the business of the Federal or State Government by an employee of the Government, may be considered a private passenger auto, if
 - a. it is owned by an individual, a husband and wife who are residents of the same household, and
 - b. it is not customarily used in any other occupation, profession or business of the insured other than farming or ranching, and
 - c. liability coverage is limited in accordance with the appropriate endorsement for Employees Using Autos in Government Business referenced in the forms list.
- B. "Auto" as used in this manual refers to a private passenger auto or a vehicle considered as a private passenger auto.
- C. "Liability" as used in this manual refers only to Bodily Injury and Property Damage liability coverages.
- D. "Collision" as used in this manual refers to the upset of a covered auto or its impact with another vehicle or object
- E. "Comprehensive" as used in this manual refers to other than collision damage to a covered auto.
- F. "Physical Damage" as used in this manual refers to Comprehensive and/or Collision coverages.
- G. "Towing and Labor" as used in this manual means the towing of a disabled covered auto, or labor performed on it, at the site of the disablement.
- H. "Owned" as used in this manual includes an auto leased under contract for a continuous period of at least six months. If an auto lease requires the lessee to provide primary insurance for the lessor, show the lessor as Loss Payee/Additional Insured-Lessor, and attach the applicable endorsement.
- I. "Resident" as used in this manual refers to anyone residing in the same household.
- J. "Model Year" as used in this manual refers to the year of the auto as assigned by the manufacturer. The model year of a rebuilt or structurally altered auto is defined as the model year of the chassis.

2. Coverage Requirements

A. Policy Minimums

1. All private passenger automobile policies are required to have Bodily Injury Liability, Property Damage Liability, and Uninsured Motorists Liability Coverage at state required minimum limits.
2. Bodily Injury Liability, Property Damage Liability, Medical Expense, Work Loss, Accidental Death Benefits, Uninsured Motorist Liability, Underinsured Motorist Liability, Towing and Labor Costs, and Extended Transportation Expense limits must be the same on all vehicles on a multi-car risk.

B. Bodily Injury Liability

Available limits are outlined in the Rate section.

C. Property Damage Liability (PD)

Property Damage limits can only be written when BI coverage is afforded.

D. Uninsured Motorists Bodily Injury Liability and Uninsured Motorists Property Damage Liability Coverages.

1. Uninsured Motorists BI Liability and Uninsured Motorists PD Liability coverages can only be written on policies providing Bodily Injury and Property Damage Liability coverages.
2. Uninsured Motorists BI Liability and Uninsured Motorists PD Liability limits cannot exceed the limits of Bodily Injury Liability and Property Damage Liability on the policy.
3. Lower Limits - Uninsured Motorists BI Liability and/or Uninsured Motorists PD Liability can be rejected. Uninsured Motorists BI Liability and Uninsured Motorists PD Liability coverages can be selected at limits lower than the Bodily Injury Liability limits or Property Damage Liability limits if requested.
4. If Uninsured Motorists Coverage is rejected then UMPD is automatically rejected.
5. A \$200 deductible automatically applies to UMPD coverage.

E. Reserved for Future Use

F. Arkansas No-Fault Coverage

Arkansas No-Fault is comprised of three independent coverages: Medical Expense Coverage, Work Loss Coverage and Accidental Death Benefits Coverage. Each coverage can be purchased independently of the other, or can be rejected completely. The coverages include the following:

1. Medical Expense Coverage provides benefits for all reasonable and necessary expenses incurred within 2 years from the date of the accident for medical, hospital, nursing, etc., subject to a limit of \$5,000.
2. Work Loss Coverage provides benefits for injuries after an accident for loss of income and if not an income earner, reasonable expenses in obtaining reasonable and necessary services in lieu of those the injured party would have performed.
3. Accidental Death Benefits Coverage includes benefits for \$5,000 in the event of death caused by an automobile accident.

G. Comprehensive Coverage (COMP)

1. Comprehensive coverage must be written with a deductible.

H. Collision Coverage (COLL)

1. Collision coverage must be written with a deductible.
2. Collision coverage cannot be written without Comprehensive coverage.

I. Extended Transportation Expenses (ETE)

Extended Transportation Expenses coverage cannot be written without Comprehensive and Collision coverages.

J. Towing and Labor Costs Coverage (TOW)

Towing and Labor Costs coverage cannot be written without Comprehensive and Collision coverages.

K. Coverage for Custom Parts or Equipment (CUST)

1. Custom parts and equipment coverage cannot be written without both Comprehensive and Collision coverage.
2. Coverage Specifications - Custom Parts and Equipment coverage provides physical damage coverage for custom parts or equipment, devices and accessories. This includes any equipment, other than those which are original manufacturer installed, designed for the reproduction of sound, citizens band radio, two-way mobile, telephone or scanning monitoring device, custom paint, decal, stripe work, or installed equipment which mechanically or structurally changes the auto and results in an increase in performance or change in appearance. Standard equipment factory installed by a vehicle's manufacturer is covered under Comprehensive or Collision coverages.
3. The Custom Parts and Equipment Coverage endorsement must be attached to the policy.
4. All items covered under Custom Parts and Equipment coverage must be described in the Custom parts and Equipment Coverage Schedule. No coverage will be afforded to items not listed on the application.
5. All items to be covered under Custom parts and equipment coverage must be permanently installed on the vehicle. Equipment designed to be removed (pullout stereo, nose cover, magnetic antenna, etc.) is not eligible for Custom parts and equipment coverage.
6. A maximum limit of liability of \$1,000 may be purchased for stereo and CB equipment. This \$1,000 may be included in the aggregate limit of liability purchased under Custom parts and equipment coverage.

3. Discounts

A. Policy Discounts

Homeownership Discount

Insured must own a home or condo, it must be their primary residence, and all insureds vehicles must be garaged at the home. (This does not include mobilehomes.)

Multi-Car Discount

Two or more autos are insured on the policy for at least bodily injury liability and property damage liability.

Paid-in-Full

Credit will apply on new business when the company receives the full quoted premium amount with the completed application. This credit will apply at renewal provided payment of the full renewal premium is received prior to the renewal effective date.

Mobile Homeownership Discount

Insured must own a mobile home and this must be their primary residence, and all insureds vehicles must be garaged at the mobile home.

B. Driver Discounts

Accident Prevention Course

A rated operator over age 55 who has successfully completed a motor vehicle accident prevention course.

1. This course cannot be self-instructed.
2. Such course must be completed within the most recent 36 months certifying successful completion of the course.
3. If proof of successful completion of such course is submitted during the term of the policy, any premium modification shall become effective upon the next renewal.
4. The discount is applicable for a 36 month period following the course completion date.
5. The driver must remain violation and accident free.
6. The driver must not have had a license suspended or revoked in the past (3) years.
7. If a policy has multiple vehicles, the discount applies only to the vehicle the operator is assigned.

To continue eligibility for the discount, the rated operator must enroll in and successfully complete the approved driver accident prevention course once every 3 years at the time of the policy renewal.

College Graduate

Single insureds under age 25 who have graduated from a college or university and whose cumulative scholastic records show the insured attained one of the following:

1. a grade point average of "B" or higher;
2. had at least a 3 point average on a scale of 4 (or equivalent).

4. Surcharges

A. Policy Surcharge

Reserved for Future Use

B. Driver Surcharge

Inexperienced Operator

Any operator age 20 years and under who has not been licensed for the previous 35 month experience period.

Ineligible Operator

If an operator is added to a policy midterm that does not meet the New Business Driver eligibility, this surcharge will be applied at the time of the change.

Unverifiable MVR

A surcharge is applied if an operator does not have a verifiable MVR record for the previous 35 month experience period.

NOTE: Does not apply if the policy is being charged an inexperience operator surcharge, or if the operator is less 19 years old.

C. Vehicle Surcharge

Business/Artisan Use

Any vehicle classified as business use.

High Performance Vehicle

Applies to vehicle types of Porsche and Jaguar.

Ineligible Vehicle

If a vehicle is added to a policy midterm that is an ineligible make or model based on the New Business Eligibility, this surcharge will be applied.

Foreign License

If an operator does not have a US driver's license but does have a valid **foreign** license. This surcharge will be applied until they obtain a valid US driver's license.

NOTE: Does not apply if the policy is being charged an inexperienced operator surcharge.

5. Policy Factors

Household Structure Factor

The Household Structure Factor is determined based on:

1. Present of youthful operators on the policy. See Rule 7A. for definition.
2. Whether the youthful operator is the named insureds on the policy.
3. Whether a parent/child relationship existing on the policy. See Rule 7A. for definition.

Vehicle / Driver Matrix Factor

The Vehicle / Driver Matrix Factor is determined by:

1. The total number of drivers on the policy.
2. The total number of vehicles on the policy.
3. The existence of an excluded driver.

6.Driver Record Points

A. Experience Period and Chargeability

1. Experience Period

The experience period for use in determining Driving Record Points is 35 months preceding the effective date of the new or renewal policy.

2. To determine if the accident or violation took place in the chargeable period, use the occurrence date rather than the conviction date.
3. If multiple violations and/or accidents occur on the same day, treat as one occurrence and charge the violation or accident that develops the highest premium.
4. Out-of-State violations and accidents are chargeable.

B. Point Schedule

1. Driving Record Points shall be assigned for each at fault accident, major violation and minor violation that occurred during the experience period involving the applicant or any other current resident operator, while operating a private passenger auto, commercial vehicle, motorcycle, or recreational vehicle.
2. The driving under the influence violations have two point structures. Points will be assigned under only one structure. If the driving under the influence violation is accompanied by any other violations or accidents, even if on the same date, the higher point structure will apply.
3. Forfeitures of bail or nolo contendere pleas shall be treated as convictions in assigning points.
4. Accidents caused by the driver swerving to avoid an object and colliding with another object are considered at-fault.
5. Accidents noted on the MVR or application will be assumed to be at-fault unless proof (police report, letter from prior carrier or proof of payment by other company) is received to verify insured was not at-fault.

C. Assign Driving Record Points as follows:

Incident		
Major Violations	1st	Ea. Add.
Driving while driver's license is suspended, canceled or revoked	4	4
Driving while under the influence of alcohol/drugs with accidents or violations in the past 35 months	1	2
Driving while under the influence of alcohol/drugs with NO other accidents or violations in the past 35 months	1	N/A
Felony or Gross Misdemeanor	4	4
Fleeing or eluding police	4	4
Hit and Run / Fleeing the scene of an accident	4	4
Homicide, manslaughter, or assault with a motor vehicle	4	4
Operating without Owners Consent	4	4
Racing / Drag Racing	4	4
Reckless driving	4	4
School Bus Violations	4	4

Minor Violations	1st	Ea. Add.
Careless Driving	1	2
Equipment Violations (excludes civil traffic violations – e.g seat belt violations)	2	2
Minor Violations (this includes misc. moving traffic violation i.e. following to close, driving wrong side of road, failure to yield, and other minor violations not already listed above)	2	2
Speeding	2	1
Accidents		
At-fault Accidents	3	3
Not At-Fault Accidents (Including Uninsured Motorists and Medical Expense claims)	0	0

D. Exceptions (Not At-Fault Accidents)

No points are assigned for accidents occurring under the following circumstances:

1. The vehicle involved in the accident was legally parked at the time of the accident. If the parked vehicle rolls from the parked position then any such accident is charged to the person who parked the auto.
2. The vehicle involved in the accident was struck in the rear by another vehicle and the applicant was not convicted of a moving traffic violation in connection with this accident.
3. The auto operated by the applicant or any resident operator is struck by a "hit-and-run" vehicle, and the applicant reported the accident to the police within 24 hours of discovering the accident.
4. The applicant was not convicted of a moving traffic violation in connection with the accident, and the operator of the other vehicle was convicted of a moving traffic violation.
5. Accidents involving Physical Damage limited to and caused by flying gravel, missiles, falling objects or by contact with animals or fowl.
6. The applicant is not at fault as evidenced by a written statement from the insured establishing facts demonstrating lack of fault which are not rebutted by information in the insured's file from which the insurer in good faith determines that the insured was substantially at fault.
7. The applicant, owner or other resident operator reimbursed by, or on behalf of, a person who is responsible for the accident, or has judgment against such person;
8. Accidents occurring when using auto in response to an emergency if the operator of the auto at the time of accident as a paid or volunteer member of any Police or Fire Department, First Aid Squad, or any law enforcement agency. This exception does not include an accident occurring after the auto ceases to be used in response to such emergency; or the applicant, owner or other resident operator receives payment under Personal Injury Protection where such individual is not at fault.

7. Personal Auto Classifications

A. Definitions

1. Driver Classification

- a. "Age" as used in this manual refers to the attained age of a person on their last birthday.
- b. "Married" as used in this manual refers to a married person living with his/her spouse.
- c. "Single" as used in this manual refers to other than a married person. This also includes a widower, divorced or legally separated person.
- d. "Youthful operator" is defined as any operator less than 21 years of age.
- e. "Parent/child" relationship is defined as a family with at least one driver age 24 or less.

2. Vehicle Classifications

- a. Use Classifications

- (1) "Business Use" as used in this manual refers to the use of an auto that is required by or customarily involved in the duties of the applicant or any other person customarily operating the auto, in an occupation, profession, or business, other than going to or from the principal place of occupation, profession, or business. This also includes artisan vehicles described in 1.A.2.b.3, Definitions.
 - (2) "Pleasure Use" as used in this manual refers to an auto that is used for personal use, including driving to or from work or school, and not customarily used or required for business.
 - (3) An auto owned and principally operated by a member of the clergy is not considered as used for business.
- b. Single/Multi Car Risk Classifications
- (1) "Single Car" as used in this manual refers to an auto that is insured on a policy where only one auto is insured on the policy.
 - (2) "Multi Car" as used in this manual refers to an auto that is insured on a policy where more than one auto is insured on the policy.
- B. Assignment Classifications
1. Operators are classified as follows:
 - a. Driver Classification
 - (1) Classify each operator according to the operator's gender, marital status, and age.
 - b. Driver Record Points
 - (1) Determine the Program Tier applicable for the policy.
 - (2) Refer to Rule 6 Driving Record Points to determine each operator's Driving Record Points.
- C. Assignment of Operators to the Proper Auto
1. Single Car Policies
 - a. Assign the highest rated operator to the vehicle.
 2. Multi Car Policies
 - a. Determine the highest rated vehicle and assign the highest rated operator to that vehicle.
 - b. Determine the next highest rated vehicle and assign the highest rated of the remaining operators to that vehicle, and continue until all the operators are assigned.
 - c. Any remaining unassigned vehicles shall be rated as stated in 5. below.
 3. If two or more vehicles on the policy develop the same total base premium the vehicle listed first on the policy will be used.
 4. If two or more operators on the policy develop the same rating factors for the Driver Classification and Driver Record Points, the operator listed first on the policy will be used.
 5. Vehicles in excess of the number of operators shall be rated with the applicable Driver Classification of the highest rated operator or 1.10, whichever is lower, and a Driver Record Point Factor of 0.00.
 6. Classification Changes
 - a. Compute premium adjustments on a pro rata basis when changes in Driver Classification and/or Driver Record Points Classifications are made. This includes the addition or deletion of an operator during the policy term.
 - b. Compute premium adjustments on semi-annual policy continuations when rating classifications occur due to the attained age of an operator.
 - c. A policy shall not be changed midterm:
 - (1) because of the attained age of an operator of the auto; or
 - (2) to effect a change in Driving Record Points; or
 - (3) solely due to a change in symbol assignment based on a review of loss experience.

8. Premium and Symbol Determination

- A. See Order of Rate calculation for details regarding Premium determination for all coverages
- B. Whole Dollar Premium: All final rates (except those addressed above), regardless of policy term, will be rounded to the nearest whole dollar amount. A premium involving \$.50 or more shall be rounded to the next higher whole dollar value and premiums involving \$.49 or less will be rounded down to the next whole dollar. The minimum charge for each coverage is \$1 per policy period and is not subject to pro rata adjustment.
- C. For rating purposes, the zip code will be used to assign a territory code for the location in which the vehicle is principally garaged. As zip code boundaries are changed by the USPS, a new zip code may be created. If the new zip code is not yet listed in the Territory Definitions use the zip code that formerly applied to the risk before the zip code boundaries were changed in order to determine the rating territory for a risk located in the new zip code. For out of state zips, assign territory code 98.
- D. For rating purposes, every vehicle is assigned a Vehicle Symbol and a Make/Model Adjustment Code.

Refer to the company's Vehicle Symbol Manual to determine the appropriate symbols and make/model adjustment code for the vehicle. Liability, Comprehensive, Collision, and PIP (in states where applicable) each have a (2) digit symbol assigned. Assignment is subject to the following guidelines:

- 4. If the Company's Vehicle Symbol Manual does not display a symbol and make/model adjustment code for the vehicle use the following procedure to determine the correct symbol:
 - a. If the vehicle is not a new make or model, and a symbol and make/model adjustment code for a prior model year is printed in the Vehicle Symbol Manual, use the symbol and make/model adjustment code for the latest model year shown for that model in the Vehicle Symbol Manual.
 - b. If the vehicle's make or model is ineligible for coverage under this program under our current Eligibility Guidelines, is a "new make or model", or for any other reason the vehicle cannot be found in the vehicle symbol manual, assign the symbol "99" for all coverages and "XXX" for the make/model adjustment code
- 5. For purposes of this Rule, a "new make or model" refers to vehicles from the current model year, the previous model year, or a future model year which:
 - a. Were sold as new by a manufacturer which has not sold vehicles in the United States during the prior 20 years;
 - b. Were sold as new by an existing manufacturer with a new model name.
- 6. A vehicle which is substantially similar to a previous model year vehicle sold by a different manufacturer using the same model name, or by the same manufacturer under a different model name shall not be considered a "new make or model". The symbol and make/model adjustment code assigned to such vehicles shall be the same as if the change in manufacturer or model name had not taken place.
- 7. If the vehicle's make or model was manufactured prior to model year 1981, assign the symbol "88" for all coverages and "XXX" for the make/model adjustment code.

9. Policy Period

The printed rates are for Semi-Annual policy terms. Annual policy terms are also offered. The policy period for a personal auto policy is 6 months or 12 months, with the expiration date exactly 6 or 12 months from the inception date. When the expiration date would fall on a nonexistent calendar day, the expiration date shall be last day of the calendar month.

10. Changes and Endorsements

- A. Endorsement requests will be effective as requested provided postmark is within 3 business days. Transactions received with a postmark greater than 3 days for the requested effective date will be adjusted to 12:01 a.m. of the date following the postmark, unless prior underwriting approval was received.

- B. Premium adjustments as a result of endorsement activity shall be calculated pro rata and will be billed and incorporated into future installments. If all payments have been received, premium adjustments will be billed or credited directly to the insured.
- C. All premium adjustments reflect rates and rules in force at time of policy inception.
- D. Premium adjustments are made as a result of changes in autos, drivers, and coverages. Adjustments are not made mid-term for attained driver age or the addition or aging of chargeable violations.

11. Cancellations, Rewrites/Reinstatements and Balances

A. Flat Cancellations

Flat cancellations are not permitted after policy inception with the exception of non-sufficient funds downpayment checks. Policies with down payment checks returned for insufficient funds will be voided at inception and no coverage provided.

B. Total Loss

In the event of a total loss, coverage will be canceled effective one day after the loss if proof of the total loss is submitted. If proof of total loss is not submitted, the policy will be canceled if requested by the named insured. The effective date of such cancellation will be the later of either the postmark or the request date.

C. Cancellations Requested by Insured

Cancellations requested by the named insured, must be in writing and must include the insured's signature. If requested by the named insured the effective date of the cancellation will be the later of the day received by us or the insured's requested date. If a loss payee is listed on the policy, a 20-day notice of cancellation will be sent to the loss payee. The cancellation date will be effective at the end of the loss payee's notification period.

D. Calculation of Earned Premium

Earned premium on canceled policies is calculated based on the reason for policy cancellation. The calculation methods are detailed below:

1. Insured's Request – prorate
2. Non-Payment of Premium – prorate
3. Company Cancel - prorate

E. Rewrite/Reinstatement of Canceled Policies

1. Policies with any lapse in coverage require a new application and downpayment.
2. When an installment check is not honored by the bank for any reason and there is a pending cancellation notice that has been issued, the policy will cancel based on the cancellation effective date of the original cancel notice.

F. Excess and Outstanding Balances

Company reserves the right to waive excess or outstanding balances of \$5.00 or less, except that the actual return premium shall be allowed at the insured's request.

12. Certified Risks - Financial Responsibility Laws

- A. SR-22 Filings may be made for any named insured or resident relative listed on the policy if required. Policies requiring a SR-22 may be issued for only 6-month policy terms. Any policy with a SR-22 must offer liability limits, which satisfy minimum financial responsibility requirements for the state requesting the filing. Financial Responsibility Filings will only be provided for this state. Any operator requesting a filing must have a verifiable driving record.
 - B. The Company will issue a SR-26 cancellation at least 10 days prior to the cancellation or expiration of the policy.
- Arkansas Eff: 06/18/2008

- C. The fee for each filing is \$25, which is fully earned and non-refundable in the event of policy cancellation.

13. Named Driver Exclusion

- A. A specific named driver may be excluded from all coverage provided by a new policy. The named insured must sign the exclusion endorsement specified in the state forms list to exclude the specifically named operator(s) from eligible coverages. This exclusion will apply to the new business policy term and all subsequent renewals and may only be superseded by an endorsement request to add the excluded person(s) to the policy as a driver.
- B. To exclude a specific named driver during the policy term, submit a properly completed and signed exclusion endorsement showing the effective date of the change and observing proper binding rules. An amended declarations page will be issued. The exclusion endorsement will only be superseded by a request to add the excluded person(s) to the policy as a driver.
- C. Any resident age 14 and older who are not listed on the policy declarations page as covered must be excluded.
- D. The following restrictions apply:
1. We will not write two policies in a household with different limits.
 2. An SR-22 filing will not be made for an excluded driver.
 3. The individual named insured may not be excluded.

14. Renewals

A. Renewal Offers

The renewal payment must be received prior to the effective date of the renewal. If payment is not received by this date, the policy will expire and no further coverage will be afforded. An expiration Notice will be mailed confirming that the policy has expired.

B. Renewal Reinstatements

If the renewal premium is received by the company within 30 days after the expiration date, the policy may be reinstated effective 12:01 a.m. the date after postmark, with a lapse in coverage. A policy that has been expired more than 30 days cannot be reinstated and must be treated as new business. The maximum number of reinstatements allowed is two per year after which the risk will not be reinstated. A late fee will be charged on reinstated policies.

C. Renewal Rating

Policies will be re-rated in accordance with this manual at each renewal.

15. Suspension of Coverage

Suspension of coverage is not available.

16. Fee's

- A. Policy Fee: A \$15 Policy Fee will be applied.
- B. Late Fee: Policies rewritten for non-payment or renewed with a lapse in coverage will result in a \$10.00 late fee charge.
- C. NSF Fee: A \$25 Fee will be charged to the insured for each check returned by the bank as NSF.

- D. Financial Responsibility Fee: Refer to section 12.
- E. The Late Fee and NSF Fee, are fully earned and commission is NOT paid on these fees.
- F. Installment Service Fee: A \$7 fee will be charged on each installment for those paying on an installment basis except for the 6 Pay EFT.
- G. EFT Installment Service Fee: A \$3 fee will be charged on each EFT installment.

17. Billing Plans

- A. The following Billing Plans are available.
- B. Full Pay, 2 Pay, 4 Pay, 5 Pay, 6 Pay.

18. Rate Capping

Renewal premium increases will be capped at 10% by application of vehicle level discounts, subject to and in accordance with this Rule. The cap will be calculated and applied as follows:

- A. The expiring full term premium is compared to the uncapped full term renewal premium. For purposes of the comparison, the calculation of the uncapped full term renewal premium does not include any pointed violations that are no longer in the chargeable period for the renewal term and any new pointed violations falling within that chargeable period and it does not take into account any renewal endorsements or policy changes.
- B. If the increase (as % of expiring full term premium) exceeds the cap set forth above, then a vehicle level discount shall be determined and applied to the full term premium so as to limit the increase to the cap set forth above.
- C. The same vehicle level discount % is applied to all vehicles and coverages.
- D. Vehicles endorsed at or subsequent to renewal are not eligible for a vehicle discount until the next renewal.
- E. After the vehicle level discount is determined and applied, the full-term, renewal premium is determined by (i) applying any new pointed violations that fall within the new chargeable period and (ii) updating the renewal premium for any renewal endorsements and policy changes that were omitted from the calculation of the uncapped full term renewal premium as described in Paragraph A. Subsequent midterm endorsements and policy changes that cause a midterm premium change shall do so without regard to the rate cap or the associated vehicle level discounts.

Note that in cases where the expiring full term premium was a capped premium, the comparison done in section A above is to that capped premium. The cap and related vehicle discounts are applied to each renewal term separately. That means that increases that are not applied at renewal because of capping may carry over and be applied (subject to the capping limits described above) at subsequent renewals.

If we review the Precredit Tier at renewal, we will compare the capped, full term renewal premium to the renewal premium (uncapped, i.e., determined without reference to the Rule) that would result from the adjustment of the Precredit Tier, and the renewal premium shall be the lesser of the two.

If we review the financial responsibility tier at renewal, any change in renewal premium caused by adjustment of the financial responsibility tier is made prior to determining the vehicle level, rate capping discount.

19. Named Operator Policies

Named operator policies provide liability protection (BI/PD, MED, UM/UIM) for an individual who does not own a vehicle or have access to any personal use vehicles on a regular basis. Coverage is provided for the named insured only. There is no coverage for spouses or permissive users. A separate policy is required for each spouse or resident relative. Named operator policies are not available if the insured operates a vehicle used for business or artisan use. Named operators are rated with Symbol 66 factors at the base model year and no make/model adjustment code.

SERFF Tracking Number: *MEND-125649538*

State: *Arkansas*

Filing Company: *Mendota Insurance Company*

State Tracking Number: *EFT \$50*

Company Tracking Number: *2008-05-AR-36-FORM*

TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *Mendota MSA Program*

Project Name/Number: *Form Revision/*

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved 05/20/2008

Comments:

Attachment:

AR MSA 2.0 Transmittal 2008 0618 FORM.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description	[This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="height: 300px;"></div>	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1